**Commitment Agreement for Public Performance**

This Agreement is made and entered into by and between **GERENCIA 360 MANAGEMENT** (hereinafter referred to as **“G360M”**) and **HUGO GARCIA** (hereinafter referred to as **“PURCHASER”**)

**1.** **GENERAL DEFINITIONS**: As used in this Agreement, the following terms and expressions shall have the meanings shown below unless the context clearly indicates otherwise:

A.- **“The Artist”**: The individual and/or collective person, accompanied or not by performing musicians who will present their talent in "The Show" object of the present Agreement.

B.- **“The Show”**: “The Artist”, **ADRIEL FAVELA** participates as singer.

C.- **“Rider”**: Document that forms an integral part of this agreement which specifies technical requirements, backline and personal needs of “The Artist” necessary to make his presentation in "The Show" in a proper manner.

NOW THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration agreed herein, **“G360M”** and **“PURCHASER”** hereby agree as follows:

**2.** **CONDITIONS PRECEDENT:**  Each and every one of the obligations of **"G360M"** is expressly conditioned to receive it from "**PURCHASER**":

(a) This Agreement fully executed by **“PURCHASER”** in a form and substance acceptable and agreeable to **“G360M”**;

(b) Receive timely all deposits and payments referred to in this Agreement; and

(c) Toward the faithful and full fulfilment of each and every one of the obligations accepted by **“PURCHASER”** herein.

**3. DATE (S), TIME (S), DURATION, PLACE (S) & CALENDAR OF "THE SHOW"**:

a. Date: DateStar DateEnd.

b. Time: Hour

c. Duration of each presentation in scene: The presentation in the scene of **“The Artist”** shall not exceed 1 hour (60 minutes)

d. Place: “El Parral Nigth Club” 26122 Pacific Hwy S Kent WA 98032.

**4. BILLING:** (in all forms of advertising)

* 1. 100% Headline Billing

1. **COMPENSATION:**

**“PURCHASER”** shall pay **“G360M”** $ Amount Dollars for the performance of **“The Artist”**.

1. **PURCHASERS OBLIGATIONS:**

**“PURCHASER”** shall be responsible and pay for all marketing, advertising, and promotion of “The Show”, inclusive but not limited to, television and radio commercials along with print media advertisements, billboards, posters and event flyers. **"G360M"** shall approve any and all media buys, prior to **“PURCHASER”** placing them. **“PURCHASER”** shall provide copies of all invoices and certificates of airtime for all purchased advertisement five (5) days prior to “The Show” date. Any and all other expenses required for the production of “The Show” shall be exclusively paid by **“PURCHASER”**.

**“PURCHASER”** agrees and acknowledges that **“PURCHASER”** is not authorized to commit **“The Artist”** to any interviews with any and all media, including television and radio programs along with any meet and greets without prior approval of **“The Artist”** and **"G360M"**.

**“PURCHASER”** is responsible for securing and paying for all venue fees, venue requirements, venue coordination, union fees, along with any and all media advertisement as approved by **"G360M"** pursuant to Schedule “B”, that is part of this Agreement.

**“PURCHASER”** will disclose any terms and conditions of any contracts or agreements that restrict limit or impede any **"G360M"** rights and **“PURCHASER”** will provide copies of the contracts or agreements to **"G360M"** for **G360M’**s approval prior to entering or executing those contracts or agreements.

**“PURCHASER”** agrees to furnish all that is necessary for the proper presentation of “The Show”, including suitable venue, well heated, lighted, and in good order, comfortable, lighted dressing rooms; all stagehands, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties, and baggage); all lights, security, house programs, all licenses (including musical performing rights licenses); ushers, and any other necessary expenses in connection therewith. Any security or other personnel are to be provided by the **“PURCHASER”**.

**“PURCHASER”** represents and warrants that all such Third Party Services shall perform their obligations in a non-negligent, first, class professional manner and for the avoidance of doubt, **“PURCHASER”** shall defend, indemnify and hold harmless **"G360M"** and **“The Artist”** against losses, damages, liabilities, costs, including attorney’s fees and costs, arising from **PURCHASER’**s breach of such warranty and **"G360M"** and **“The Artist”** shall have no liability with respect to any Third Party Services. “**PURCHASER”** hereby represents and warrants that all Third Party Services (including security and transportation providers) are insured and any injury or property damage resulting from such third party action shall be covered by such insurance policies with a minimum coverage amount of US $3,000,000 per incident. **“PURCHASER”** agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by Third Party Services and/or **“PURCHASER”**.

**“PURCHASER”** must obtain and maintain insurance for the performance to cover any and all claims arising in connection with this Agreement, including but limited to, comprehensive general liability, property–all risk liability, worker compensation, automobile and umbrella liability insurance. **“PURCHASER”** must obtain original certificates of insurance and certified copies of endorsements naming **"G360M"** or its subsidiaries, and any other sponsors of the performance as additional insured(s) and loss payees.

1. **G360M’S OBLIGATIONS:**

Social Media Posts - TBD

Meet and Greet - TBD

1. **PRODUCTION AND CATERING:**

Pursuant to Artist Rider

1. **TRANSPORTATION AND ACCOMMODATIONS:**
2. Air Transportation: Pursuant to “Artist” Rider.
3. Accommodations: Pursuant to “Artist” Rider.
4. Air freight and excess baggage: Pursuant to “Artist” Rider.
5. Ground transportation: Pursuant to “Artist” Rider.
6. Meals: and incidentals: Pursuant to “Artist” Rider.
7. Other: Pursuant to “Artist” Rider

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of **"G360M".**

1. **SPECIAL PROVISONS:**
2. No other rights granted herein, and no other services required except as set forth above.
3. Just with the opinion of **"G360M"** and **“The Artist”**, unilaterally or jointly, they shall have the right to terminate this Agreement, without incurring any responsibility or obligation, if the security measures of "The Show" (including the public in “The Show”), of **“The Artist”** or of any of the employees of **"G360M"**, contractors or representatives is considered inadequate and that puts in serious risk the physical, moral or psychic integrity of any of them.
4. In the event, on or before the date of any scheduled performance, **“PURCHASER”** has failed, neglected, or refused to perform any contract with any other performer of any other engagement, or if its financial standing or credit of **“PURCHASER”** has been impaired or is in **G360M**’s and Artist’s opinion unsatisfactory, **"G360M"** shall have the right to demand the payment of the guaranteed compensation forthwith. If **“PURCHASER”** fails or refuses to make such payment forthwith, **"G360M"** shall have the right to cancel this engagement.
5. The name, likeness, logo or name of **“The Artist”** shall not be used without the prior written approval of **"G360M"**.
6. **“PURCHASER”** agrees to sign and return the Agreement within two (2) days from the date of the Agreement to **"G360M"**; otherwise **"G360M"**, shall have the right to cancel the Engagement upon notice thereof without liability. There shall be absolutely NO advertising or on sale tickets until the deposit as specified herein, via wire transfer and signed Agreements and Riders are received by **"G360M"**.
7. Any and all local sponsorships shall be subject to **G360M**’s and **The Artist**’s prior written approval.
8. **“PURCHASER”** shall provide **“G360M”** and **“The Artist”** with a minimum of one (1) dressing room located in the backstage area, along with one (1) office for **“The Artist”** management. The backstage area shall have a restroom for the **“The Artist”** and musicians.
9. **ARTIST’S RIDER**

**“PURCHASER”** shall provide and pay for all terms and conditions contained in the Artist’s Rider and shall fully comply with all provisions thereof.

1. **CURRENCY AND EXCHANGE RATE**

For the purpose of not improving the quality of the presentation and service offered by **“The Artist”** and **"G360M"** for the correct implementation of the present obligation, both parties and in common agreement shall establish an average band for the exchange rate of the local currency. Where "The Show" will be held, in the event that by the date of the payments there is a devaluation of that currency.

1. **PAYMENT TERMS**
2. First payment in the amount of US **$3,000.00** shall be paid as warranty deposit to and in the name of **Gerencia 360 Management, Inc.** of the date of signature of the present document.
3. US **$12,000.00 balance of the monies** shall be paid to and in the name of **Gerencia 360 Management, Inc.** on the date of “The Show” (Saturday, December 15th, 2018) to The Artist’s arrival at the VENUE prior to the performance to be received via cashier cheek.

Account Name: Gerencia 360 Management, Inc.

Company Address: 300 E Magnolia Blvd. Suite 500, Burbank, CA 91502

Bank: City National Bank

ABA Routing #: 122016066

SWIFT CODE: CINAUS6L

Bank Account #: 127181349

Bank Address: 400 N Roxbury Dr. Beverly Hills, CA 90210

\*\* **In the event “PURCHASER” does not make the above-mentioned payment on or before Saturday, December 15th, 2018, “G360M” may terminate this Agreement this Agreement shall be null and void. (Initials \_\_\_\_\_\_)**

Please be sure to specify the following to avoid confusion and/or misapplication of funds:

1. **“PURCHASER”** Company’s Name: **Hugo Garcia**
2. Name of **“The Artist”** (s): **Adriel Favela**
3. Date of Engagement**: Saturday, December 15th , 2018**
4. **EXPENSES:**

All expenses or payments to be made **"G360M"**, for the correct fulfillment of this agreement, will be refunded immediately by **“PURCHASER”**.

1. **MERCHANDISING**

**"G360M"**/**”The Artist”** shall have the exclusive right to sell souvenir programs, photographs, records, and any and all types of merchandise including, but not limited to articles of clothing (i.e. T-shirts, hats, etc.) posters, stickers, etc. On the premises of the place(s) of “The Show” without any participation in the proceeds by **“PURCHASER”** subject, however, to concessionaire’s requirements, if any, as specified in this Agreement.

1. **FORCE MAJEURE**

In the event of sickness or of accident to **“The Artist”** or if a performance is rendered impossible, or unfeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies, act of God, or any other cause or causes beyond the control of **"G360M"**, **“The Artist”** and **“PURCHASER”**, whether of a similar or dissimilar nature (any of such events being hereinafter referred to as a “Force Majeure”), it is agreed that there shall be no claim for damages by either party to this Agreement; each party shall bear its own costs; and any Guaranteed compensation paid to Company and attributable to any such canceled EVENT, computed in accordance with the following sentence, shall be returned to **“PURCHASER”**; and **"G360M"**, **“The Artist”** and **PURCHASER’S** obligations as to “The Show” affected shall be deemed waived.

1. **WARRANTY:**

**“PURCHASER”** represents that he has the ability to enter into this Agreement and that the person signing this Agreement represents and warrants that he has the express authority of **“PURCHASER”** to enter into this agreement on behalf of **“PURCHASER”** as their duly authorized representative.

1. **COUNTERPARTS; DIGITAL SIGNATURES**:

This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. The parties agree to accept a digital image (including but not limited to an image in the form of a PDF, JPEG, or other e-signature) of this Agreement, if applicable, reflecting the execution of one or both of the parties, as a true and correct original.

**ADDENDUM “A” ADITIONAL TERMS AND CONDITIONS, ARTIST RIDER AND ANY OTHER PROMOTER ADDENDA REFERENCED HEREIN (IF ANY) ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE**

**AGREED AND ACCEPTED:**

**“G360M”**

By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

LUIS DEL VILLAR

Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**“PURCHASER”**

By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

HUGO GARCIA

Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**